

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

REALOGICHR LLC,

Plaintiff,

Case No.: 2:22-cv-1873

v.

**BLOOMFIELD HILLS SNF, LLC
d/b/a SKLD BLOOMFIELD HILLS,
and WEST BLOOMFIELD SNF, LLC
d/b/a SKLD WEST BLOOMFIELD,**

Defendants.

COMPLAINT

AND NOW, comes the Plaintiff, ReaLogicHR LLC, by and through its undersigned counsel, and for its Complaint in this matter, avers as follows:

1. ReaLogicHR LLC, hereinafter “Plaintiff”, is a limited liability company organized under the laws of the State of Ohio with a business address of 938 Penn Avenue, Suite 800, Pittsburgh, PA 15222. The sole member of Plaintiff, RealScape Group LLC, is also a limited liability company organized under the laws of the State of Ohio with its principal place of business in Cleveland, OH. The sole member of RealScape Group LLC is an individual who resides in the State of Ohio.
2. Bloomfield Hills SNF, LLC (d/b/a SKLD Bloomfield Hills), with a business address of 2975 N. Adams Road, Bloomfield Township, MI 48304, and West Bloomfield SNF, LLC (d/b/a SKLD West Bloomfield), with a business address of 6950 Farmington Road, West Bloomfield Township, MI 48322, (hereinafter “Defendants”), each operates an assisted living facility. Upon information and belief, the sole member of each of the Defendants is Illuminate HC, LLC, a limited liability company organized under the laws

of the State of Illinois. Upon information and belief, no member of Illuminate HC, LLC destroys the diversity required by 28 U.S.C. § 1332(a).

JURISDICTION AND VENUE

3. The court has jurisdiction to hear this matter under 28 U.S.C. § 1332(a) because there is diversity of citizenship between Plaintiff and each of the Defendants and because the amount in controversy exceeds \$75,000 exclusive of interest and costs.

4. Venue is appropriate in the Western District of Pennsylvania inasmuch as Plaintiff is found here and the contract documents at issue were entered into here.

FACTS

5. Plaintiff is in the business of providing staff augmentation in the form of temporary and permanent placements to a variety of healthcare sectors, including registered nurses, licensed practical nurses and certified nursing assistants.

6. In that capacity, Plaintiff entered into Master Service Agreements (“MSAs”) with each of the Defendants for the provision of such services. Copies of the applicable MSAs are attached as Exhibits A and B, respectively.

7. Under the terms of the MSAs, Plaintiff provided qualified healthcare professionals to staff Defendants’ facilities for the provision of healthcare services.

8. Under the terms of the MSAs, Defendants were required to make timely payment to Plaintiff for the provision of these services, which Defendants have failed and refused to do, despite repeated demands for payment from Plaintiff.

9. Neither Defendant has raised any viable reason for the nonpayment of the services provided.

COUNT I – BREACH OF CONTRACT – SKLD BLOOMFIELD HILLS

10. Plaintiff incorporates each of the foregoing paragraphs of this Complaint as set forth fully herein.

11. Despite the explicit requirements of the MSA it executed with Plaintiff, Defendant SKLD Bloomfield Hills has failed and refused to pay for services Plaintiff rendered in the amount of \$95,793.61.

12. Under the terms of the MSA, SKLD Bloomfield Hills also agreed to pay a finance charge of 18% per annum on all amounts deemed overdue, as well as all costs of collection incurred to recover delinquent amounts.

13. SKLD Bloomfield Hills is in breach of the MSA by failing and refusing to meet its payment obligations thereunder, and Plaintiff is entitled to recover all amounts that SKLD Bloomfield Hills is legally obligated to pay.

COUNT II – BREACH OF CONTRACT – SKLD WEST BLOOMFIELD

14. Plaintiff incorporates each of the foregoing paragraphs of this Complaint as set forth fully herein.

15. Despite the explicit requirements of the MSA it executed with Plaintiff, Defendant SKLD West Bloomfield has failed and refused to pay for services Plaintiff rendered in the amount of \$71,128.27. In addition to that amount, Plaintiff has incurred credit card processing fees that are properly billable to Defendant SKLD West Bloomfield in an amount in excess of \$4,000.

16. Under the terms of the MSA, SKLD West Bloomfield also agreed to pay a finance charge of 18% per annum on all amounts deemed overdue, as well as all costs of collection incurred to recover delinquent amounts.

17. SKLD West Bloomfield is in breach of the MSA by failing and refusing to meet its payment obligations thereunder, and Plaintiff is entitled to recover all amounts that SKLD West Bloomfield is legally obligated to pay.

WHEREFORE, Plaintiff respectfully requests that judgment be granted in its favor in the amount of \$95,793.61 plus interest and costs of collection against Defendant SKLD Bloomfield Hills, and that judgment be granted in its favor in the amount of \$75,128.27 plus interest and costs of collection against Defendant SKLD West Bloomfield, as well as any and all other relief to which Plaintiff is entitled.

Respectfully submitted,

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